

# Form of Agreement for Consulting Engineering Services July 2003

## Agreement and Specific Provisions

**Project:**

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**Client:**

.....  
.....

**Consulting Engineer:**

.....

## **PRODUCED BY:**

### **CONSULTING ENGINEERS SOUTH AFRICA (CESA)**

Consulting Engineers South Africa (CESA) is a voluntary organisation of individual consulting firms formed to uphold standards and advance the usefulness of Consulting Engineers by promoting the interests of its members and their Clients.

It is a focal point for contact between Consulting Engineers and allied disciplines, the public, government agencies, private enterprise, professional and government organisations.

CESA publishes a wide variety of documents regularly used by the profession. These include conditions of engagement for various Services, forms of Agreement, an annual directory of member firms, and a variety of guidelines, advisory notes and reports.

The Executive Director and staff of CESA are available at all times to offer advice to member firms and Client-bodies, and CESA serves as a centre for general information about the profession:

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*Issued July 2003*

## AGREEMENT

This **AGREEMENT** is made between:

..... (the "**Client**")

of

Postal address:

.....

*Tel*..... *Fax*..... *E-mail* .....

Physical address:

.....

AND

..... (the "**Consulting Engineer**")

of

Postal address:

.....

Tel ..... Fax ..... E-mail .....

Physical address:

.....

The **Client** intends to proceed with the following **Project**:

.....  
.....

and hereby engages the **Consulting Engineer** to provide professional **services** as described in **Appendix A** and / or the **Specific Provisions** and the **Consulting Engineer** agrees to perform such **Services** for the remuneration described in **Appendix A** and / or the **Specific Provisions**.

## **SPECIFIC PROVISIONS**

**1. Documents forming part of the Agreement**

The following documents form part of this **agreement**:

**Agreement**

**Specific Provisions**

**Conditions of Agreement** (Copy attached hereto)

**Appendix A** – Guideline Scope of **Services** and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000

Additional documents as follows:

.....

**2. Amendments**

The following amendments to the **Conditions of Agreement** apply to this **agreement**:

.....

**3. Special Conditions**

The following special conditions apply to this **agreement**:

.....

**4. Scope of Services**

The Scope of **Services** to be provided by the **Consulting Engineer** in terms of this **agreement** shall be the Scope of **Services** as described in **Appendix A** and shall be the latest published Guideline Scope of **Services** and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000 (Act No 46 of 2000), as applicable at the time of signature of this **agreement**, subject to the following amendments:

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5. **Exceptional Services**

The Scope of **Services** includes the following Exceptional **Services**:

.....

6. **Professional Indemnity Insurance**

The **Consulting Engineer** agrees to arrange and maintain professional indemnity insurance cover in respect of the **services** provided under this **agreement** for the duration of the liability period in terms of the **Conditions of Agreement** and in accordance with the details set out in the **Specific Provisions**, if any.

**Note:** The **Consulting Engineer** shall from time to time at the **Client's** request, provide a certificate of proof of such insurance.

7. **Remuneration (Tariff of Fees)**

The remuneration or method of determining the remuneration to be paid to the **Consulting Engineer** for providing the **services** required in terms of this **agreement** and for reimbursement for all expenses and costs incurred in performing the **services** shall be in accordance with the following or, in the absence of a specific agreement for the method of determining the method of remuneration, the latest published Guideline Scope of **services** and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act, 2000 (Act No 46 of 2000) as applicable at the time of signature of this **agreement**, shall be the basis for determining the remuneration subject to the following additional or alternative remuneration conditions:

.....  
.....  
.....

Signed at .....

Signed at .....

on this ..... day of ..... 20.....

on this ..... day of ..... 20.....

For the **Client**:

For the **Consulting Engineer**:

Name: .....

Name: .....

Signature: .....

Signature: .....

As Witness:

As Witness:

Name: .....

Name: .....

Signature: .....

Signature: .....